State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000010610 **Cives Corp** 14331 Mill St Harrisville NY 13648 USA

Contract ID			Page
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Contract Dates		Origin	
01/20/2010 to 01	/20/2011	CPŠ	
Description:		Contract Maxi	mum
CPS- PLOWS BO	DIES AND SPREA	DER \$9,999,999,	990.00
Buyer Name	Buyer Phone	Contract Statu	IS
Smith,Steven D	828-4681	Approved	

Phone #: 315-543-2321

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	10109	SNOW PLOWS, BODY AND SPREADER SYSTEM FOR 35,000 GVW TRUCK	EA	46,840.00000	0.00	0.00

RIGHT HAND OR LEFT HAND, SINGLE AXLE.

INCLUDES: HITCH, ONEWAY, FRONT MAST, WING, ARMS, REAR MAST, BODY, LIGHTING, TARP.

PER THE ATTACHED DETAILED SPECIFICATONS.

OPTIONS:

11 FOOT WING IN LIEU OF 9 FOOT WING: \$225.00 REVERSING PLOW IN LIEU OF ONE-WAY PLOW: \$3944

PLOW FLOAT: \$532.00 ZINC PRIMER: NO CHARGE

PINTLE PLATE (WITHOUT AIR): \$429.00 PINTLE PLATE (WITH AIR): \$573.00

COAL DOOR: \$285.00

DOWNLOAD SYSTEM (WIRELESS): \$888.00 HAND HELD DOWNLOAD SYSTEM: \$300.00 DELETE SPREADER CONTROL: (\$1507.00) CALCIUM CHLORIDE SYSTEM SINGLE AXLE: \$2838.00

SALT BRINE SYSTEM SINGLE AXLE: \$4512.00

EXTRA CAPACITY SALT BRINE SYSTEM SINGLE AXLE ONLY - 355 GALLONS TOTAL: \$2500.00

ADD TO SINGLE AXLE SALT BRINE SYSTEM

PAYMENT FOR ANY INVOICES RECEIVED AS A RESULT OF ORDERS PLACED AGAINST THIS CONTRACT WILL NOT BE PAID UNTIL AFTER JULY 1, 2010.

10110

2

SNOW PLOWS, BODY AND SPREADER SYSTEM FOR 54.000 GVW TRUCK

EΑ 48,335.00000 0.00

0.00

RIGHT HAND OR LEFT HAND, TANDEM AXLE.

INCLUDES: HITCH, ONEWAY, FRONT MAST, WING, ARMS, REAR MAST, BODY, LIGHTING, TARP.

PER THE ATTACHED DETAILED SPECIFICATIONS.

OPTIONS:

11 FOOT WING IN LIEU OF 9 FOOT WING: \$225.00 REVERSING PLOW IN LIEU OF ONE-WAY PLOW: \$3944

PLOW FLOAT: \$532.00 ZINC PRIMER: NO CHARGE

PINTLE PLATE (WITHOUT AIR): \$429.00 PINTLE PLATE (WITH AIR): \$573.00

COAL DOOR: \$285.00

DOWNLOAD SYSTEM (WIRELESS): \$888.00 HAND HELD DOWNLOAD SYSTEM: \$300.00 DELETE SPREADER CONTROL: (\$1507.00)

CALCIUM CHLORIDE SYSTEM TANDEM AXLE: \$3107.00

SALT BRINE SYSTEM TANDEM AXLE: EXCEEDING SPEC TOTAL OF 485 GALLONS: \$7498.00 DEDUCT TO STANDARD BODY CAPACITY SALT BRINE SYSTEM TANDEM AXLE ONLY: (\$2500.00) DEDUCT FROM TANDEM AXLE SALT BRINE SYSTEM IF 310 GALLON CAPACITY IS ACCEPTABLE.

PAYMENT FOR ANY INVOICES RECEIVED AS A RESULT OF ORDERS PLACED AGAINST THIS CONTRACT WILL NOT BE PAID UNTIL AFTER JULY 1, 2010.

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CPS- PLOWS BO	DIES AND SPREA	DER \$9,999	9,999,990.00
Buyer Name	Buyer Phone	Contract	Status
Smith.Steven D	828-4681	Approved	l

Phone #: 315-543-2321

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Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3	REPAIR AND REPLACEMENT PARTS: A 5% DISCOUNT WILL BE APPLIED TO THE MANUFACTURERS LIST PRICE FOR PARTS ORDERED FROM THIS CONTRACT.	EA	0.01000	0.00	0.00
4	AVAILABLE OPTIONS FOR VERMONT POLITICAL SUBDIVISIONS AND COLLEGES:	EA	0.01000	0.00	0.00

10' SIDE DUMP IN LIEU OF RADIUS BODY: \$4000.00 ADD 13' SIDE DUMP IN LIEU OF RADIUS BODY: \$5350.00 ADD 14' SIDE DUMP IN LIEU OF RADIUS BODY: \$6965.00 ADD

EPOKE S3500 AND DUMP BODY IN LIEU OF RADIUS BODY: \$55,000.00 ADD EPOKE SH4400 AND DUMP BODY IN LIEU OF RADIUS BODY: \$69,500.00 ADD

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE SNOWPLOWS, DUMP BODIES AND MATERIALS SPREADERS TO THE VERMONT AGENCY OF TRANSPORTATION.

CONTRACT PERIOD: 01/22/2010 - 01/22/2011, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

CRITICAL DELIVERY DATES:

THE DELIVERY SCHEDULE INCLUDES ALL COMPLETED TRUCKS PURCHASED AS PART OF THIS ORDER. A ONE HUNDRED (100) DOLLAR PER WORKING DAY (M-F), PER VEHICLE PENALTY WILL BE IMPOSED FOR LATE DELIVERY OF VEHICLES. IF THERE IS A LATE PENALTY IN EXCESS OF 2,000 DOLLARS, THE VENDOR MAY NOT BE ALLOWED TO BID THE FOLLOWING YEAR. CRITICAL DATES:

FIRST VEHICLE DELIVERED - 04/01/10 LAST VEHICLE DELIVERED - 08/31/10

ANY VARIATION FROM THESE DATES MUST HAVE THE WRITTEN APPROVAL OF THE CENTRAL GARAGE SUPERINTENDENT. VEHICLES WILL BE DELIVERED IN GROUPS OF FIVE (5) OR LESS AS THEY ARE COMPLETED.

VENDOR CONTACT:

JACK LUTHER
VIKING CIVES USA
TEL.# 315-543-2321
FAX #: 315-543-2366

EMAIL: JLUTHER@VIKINGCIVES.COM WEB: WWW.VIKINGCIVES.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH PURCHASING AGENT 802-828-4681 FAX 802-828-2222 steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR PLOWS, BODIES AND SPREADERS ISSUED 11/05/09 AND VENDOR'S RESPONSE DATED 11/23/09.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 AND DETAILED SPECIFICATIONS FOR PLOWS, BODIES AND SPREADERS ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED

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Buyer Name	Buyer Phone	Contract Status	
Smith.Steven D	828-4681	Approved	

Phone #: 315-543-2321

Line # Item ID Item Desc UOM Price Qty Amt
AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL
BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING
CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED.
DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE
REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE. UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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Buyer Name	Buyer Phone	Contra	ct Status
Smith Steven D	828-4681	Annrove	2d

Phone #: 315-543-2321

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE
CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	
Name:	